

ORIGINAL
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RICHARD W. WIEKING
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NORTHERN DISTRICT OF CALIFORNIA

E-filing

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7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 CCIP, L.P. and CONTRA COSTA
INDUSTRIAL PARK II, L.P.,

13 Plaintiffs,

14 v.

15 UNITED STATES OF AMERICA and
16 DOES 1-100,

17 Defendants.
18

Case No. **C 07 4344**

COMPLAINT FOR:

- 1) QUIET TITLE;
2) ENCROACHMENT; AND
3) DECLARATORY RELIEF**

JL

19 Plaintiffs CCIP, L.P. and Contra Costa Industrial Park II, L.P. and ("Plaintiffs")
20 for their complaint allege as follows:

21 **JURISDICTION**

22 1. This Court has original exclusive jurisdiction over this civil action pursuant
23 to 28 U.S.C. §1346(f) because it seeks to quiet title to an interest in real property claimed by the
24 United States.

25 **INTRADISTRICT ASSIGNMENT**

26 2. Pursuant to Local Rule 3-2(d) this civil action may be properly assigned to
27 the San Francisco Division or the Oakland Division because it seeks to quiet title to an interest in
28 real property located in Contra Costa County, California.

PARTIES

3. Plaintiff CCIP, L.P. is a limited liability partnership organized under the laws of the State of California, and doing business in the County of Contra Costa, State of California.

4. Plaintiff Contra Costa Industrial Park II, L.P. is a limited liability partnership organized under the laws of the State of California, and doing business in the County of Contra Costa, State of California.

5. Defendant United States of America ("Defendant") is the sovereign Federal government of the United States of America.

6. Plaintiffs is ignorant of the true names and capacities of the remaining Defendants sued herein as Does 1 through 100 (the "Doe Defendants"), and therefore sue those Doe Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs is informed and believes and, on that basis, alleges that each of the Doe Defendants also claim a legal or equitable interest in the Plaintiffs Property and/or in the other property interests described in this Complaint. Such claims also constitute a cloud on Plaintiffs' right, title and interest in and to the Plaintiffs Property and/or the other property interests described herein.

GENERAL ALLEGATIONS

7. Plaintiffs are the holder of all right, title, and interest in and to that certain real property commonly known as 1501 Loveridge Road, Pittsburg, Contra Costa County, California, APN No. 073-230-033-0/073-230-032-2, and more particularly described in Exhibit A hereto, incorporated herein by reference (the "Property"), as tenants in common, and are entitled to possession of the Property.

8. Defendant is the holder of all right, title, and interest in and to that certain real property commonly known as 1451 Loveridge Road, Pittsburg, Contra Costa County, California, APN No. 073-230-015-7 (the "Government Property").

9. The Government Property is entirely surrounded by the Property.

10. Plaintiffs are informed and believe that in or about 1967, the Property was

1 owned by United States Steel Corporation ("U.S. Steel") and was used as a pipe mill.

2 11. Plaintiffs are informed and believe that in or about 1967, the Government
3 Property was owned by Defendant and was used as a U.S. Naval X-Ray Facility.

4 12. Plaintiffs are informed and believe that on or about November 14, 1967,
5 U.S. Steel recorded a grant of easement in the Official Records of the Office of the Recorder of
6 Contra Costa County, State of California as Document No. 74740 granting to Defendant an
7 easement over a certain roadway on the Property described therein "for the purpose of ingress and
8 egress to and from said X-Ray Facility" (the "Access Easement"). A true and correct copy of the
9 Access Easement is attached hereto as Exhibit B and incorporated herein by reference.

10 13. Plaintiffs are informed and believe that on or about November 14, 1967,
11 U.S. Steel recorded a grant of easement in the Official Records of the Office of the Recorder of
12 Contra Costa County, State of California as Document No. 74739 granting to Defendant an
13 easement "for the maintenance, operation, repair and replacement of a 1-1/4" underground gas
14 line" through and across a certain area of the Property described therein. (the "Gas Easement").
15 A true and correct copy of the Gas Easement is attached hereto as Exhibit C and incorporated
16 herein by reference.

17 14. Paragraph (4) of the Gas Easement provides that the Gas Easement may be
18 terminated "upon non-use of such rights for a period of two consecutive years."

19 15. Plaintiffs are informed and believe that Defendant has not used the Gas
20 Easement since approximately 1998.

21 16. On or about July 12, 2007, Plaintiffs gave written notice to Defendant that
22 the Gas Easement had not been used for more than two consecutive years and that Plaintiffs were
23 terminating the Gas Easement. If the July 12, 2007 notice is ineffective for any reason, then
24 pursuant to the terms of the Gas Easement, Plaintiffs hereby give notice to Defendant that the Gas
25 Easement shall terminate thirty (30) days after service of this Complaint based on Defendant's
26 non-use of the Gas Easement for more than two consecutive years.

27 17. Paragraph (5) of the Gas Easement, provides that upon its termination, if
28 desired by Grantor, Defendant shall "remove any and all improvements installed or constructed

1 hereunder and restore the . . . [Property] to the same or as good condition as existed when the
2 Government first exercised its rights hereunder.”

3 18. On or about July 12, 2007, Plaintiffs gave written notice to Defendant that
4 Owner demands that the Government remove all improvements installed or constructed on
5 Owner’s property in connection with the Gas Easement and also restore the Property to the same
6 or equivalent condition as existed when the Government first exercised its rights under the Gas
7 Easement.

8 19. On or about July 12, 2007, Plaintiffs gave written notice to Defendant that
9 there were various utility connections between the Government Property and the Property that
10 were designed to serve the Government Property, but which were not authorized by any
11 easements or license agreements of which Owner is aware. Such connections include electrical
12 service, sanitary sewer, storm sewer, fire suppression and domestic water.

13 20. On or about July 12, 2007, Plaintiffs gave written notice to Defendant that
14 There is a rail spur that crosses the Property and appears to have been built to serve the
15 Government Property, but there was no recorded easement for such tracks and Plaintiffs were
16 uncertain whether the Government Property has any legal right to use a rail spur across the
17 Property.

18 21. On or about August 16, 2007, Defendant sent a letter to Plaintiffs and
19 enclosed a written, but unrecorded, “Agreement for use and Exchange of Realty Interests and
20 Facilities” dated May 10, 1967 between Defendant and U.S. Steel (the “Unrecorded Agreement”).
21 A true and correct copy of the Unrecorded Agreement is attached hereto as Exhibit D and
22 incorporated herein by reference.

23 22. The Unrecorded Agreement provides, in relevant part, that U.S. Steel
24 agrees to convey an easement for maintenance, operation and repair of a 6” water line to the X-
25 Ray Facility, an easement for gas lines, a road easement for ingress and egress to the Government
26 Property, an easement for maintenance, operation and repair of electric transmission lines to the
27 X-Ray Facility, an irrevocable license to Defendant for the use of the railroad spur track leading
28 to the X-Ray Facility “as may be necessary to Government in the conduct of operations at its X-

1 Ray Facility, and further agreed to receive into its sewage system wastes from the X-Ray Facility.

2 23. The Unrecorded Agreement further provides that "[t]he hereinabove
3 described instruments will be placed in escrow with Title Insurance and Trust Company, San
4 Francisco, with appropriate instructions for recording."

5 24. Plaintiffs are informed and believe that other than the Access Easement and
6 the Gas Easement, no other easements were recorded as contemplated by the Unrecorded
7 Agreement.

8 25. Defendant implied by its correspondence that the Unrecorded Agreement
9 created easements, licenses or other property rights over, under or across the Property for the
10 benefit of Defendant and for the benefit of any purchaser of the Government Property.

11 26. Prior to Plaintiff's receipt of the Unrecorded Agreement on August 20,
12 2007, Plaintiffs had no notice of the existence of the Unrecorded Agreement or of the terms of the
13 Unrecorded Agreement.

14 27. Defendant currently is conducting an on-line auction to sell the
15 Government Property and is representing to the public on a U.S. General Services Administration
16 website that the Government Property consists of 1.68 acres of improved land, approximately
17 0.94 acre of roadway easement, approximately 0.30 acre underground gas line easement, truck
18 and railroad accessibility to the building located on the Government Property, and implies that
19 there are additional utility easements and that all of the foregoing easements burden the Property.

20 **FIRST CLAIM FOR RELIEF**
21 **(Quiet Title)**

22 28. Plaintiff repleads, realleges and incorporates by reference as though set
23 forth in full the allegations contained in Paragraphs 1 through 27 of this Complaint

24 29. Defendant's claims, as alleged above, constitute a cloud on Plaintiffs' right,
25 title and interest in and to the Property.

26 30. Plaintiff contends that: (i) the Gas Easement has been terminated by its
27 July 12, 2007 written notice, or thirty days from service of this Complaint; (ii) the Access
28 Easement was expressly granted to Defendant, and is not made appurtenant to the Government

1 Property and, therefore, the Access Easement is an easement in gross that can be exercised only
2 by Defendant, and its benefits would not pass to successor owners of the Property; (iii) the
3 Unrecorded Agreement is not binding on Plaintiffs; (iv) Defendant has no easement or license
4 over, under or across the Property for maintenance, operation and repair of any water lines; (v) ,
5 Defendant has no easement or license over, under or across the Property for maintenance,
6 operation and repair of any electric transmission lines to the X-Ray Facility, (vi) Defendant has
7 no easement or license over or across the Property for the use of the railroad spur track leading to
8 the X-Ray Facility; (vii) in the event that Defendant has some right to use the spur track across
9 the Property, it can only be used by Defendant for the conduct of operations at its X-Ray Facility;
10 (viii) Defendant has no easement, license or right to transmit its sewage system wastes from the
11 X-Ray Facility into Plaintiff's sewage system; and (ix) Defendant does not have the right to
12 convey any purported easements across the Property to a third party.

13 31. Plaintiffs are informed and believe that Does 1-100 and all of them, dispute
14 Plaintiffs' contentions as alleged above and claim rights, titles, and/or other interests to the
15 Property which constitute clouds on Plaintiffs' right, title, and/or interest to the Property.

16 32. Unless and until enjoined and restrained by Order of this Court, any
17 interference with or obstruction of Plaintiffs' right, title and/or interest in and to the Property and
18 will cause great and irreparable injury to Plaintiffs and its tenants.

19 33. Plaintiffs have no adequate remedy at law for the injuries being suffered as
20 a result of Defendants' claims and encroachments over the Property.

21 34. Plaintiffs therefore seek to quiet title against all adverse claims as of the
22 date of filing of this Complaint or such other date as may be necessary to establish its right, title,
23 and/or interest in and to the entirety of the Property because, with the exception of the limited
24 Access Easement, Defendants have no legitimate right, title, or interest whatsoever in or to the
25 Property.

26 ///

27 ///

28 ///

WHEREFORE, plaintiff prays for judgment as set forth below.

SECOND CLAIM FOR RELIEF
(Encroachment)

35. Plaintiff repleads, realleges and incorporates by reference as though set forth in full the allegations contained in Paragraphs 1 through 34 of this Complaint

36. Plaintiff is informed and believes, and alleges upon such information and belief, that Defendant currently has a gas line, water line(s), electrical cables and other currently unknown objects running over, under or across the Property.

37. Defendant's gas line, water line, electrical cables and other currently unknown objects constitute nuisances and encroachments on the Property.

38. Plaintiffs have demanded that Defendant remove its gas line from the Property and restore the Property to the same or equivalent condition as existed when the Government first exercised its rights under the Gas Easement.

39. Plaintiffs hereby demand that Defendant remove its water line(s), electrical cables and any other encroachments on the Property designed to serve the Government Property.

40. To date, Defendant has failed or refused to remove its gas line from the Property and restore the Property the same or equivalent condition as existed when the Government first exercised its rights under the Gas Easement.

41. Plaintiffs are informed and believe, and allege on such information and belief, that Defendant is unwilling to remove its water line(s), electrical cables and other encroachments on the Property designed to serve the Government Property.

WHEREFORE, plaintiff prays for judgment as set forth below.

THIRD CLAIM FOR RELIEF
(Declaratory Relief)

42. Plaintiff repleads, realleges and incorporates by reference as though set forth in full the allegations contained in Paragraphs 1 through 41 of this Complaint.

43. An actual controversy has arisen and now exists between Defendants, on the one hand, and Plaintiffs, on the other hand, concerning their respective rights and interests in

1 the Property.

2 44. Plaintiff contends that: (i) the Gas Easement has been terminated by its
3 July 12, 2007 written notice, or thirty days from service of this Complaint; (ii) the Access
4 Easement was expressly granted to Defendant, and is not made appurtenant to the Government
5 Property and, therefore, the Access Easement is an easement in gross that can be exercised only
6 by Defendant, and its benefits would not pass to successor owners of the Property; (iii) the
7 Unrecorded Agreement is not binding on Plaintiffs; (iv) Defendant has no easement or license
8 over, under or across the Property for maintenance, operation and repair of any water lines; (v) ,
9 Defendant has no easement or license over, under or across the Property for maintenance,
10 operation and repair of any electric transmission lines to the X-Ray Facility, (vi) Defendant has
11 no easement or license over or across the Property for the use of the railroad spur track leading to
12 the X-Ray Facility; (vii) in the event that Defendant has some right to use the spur track across
13 the Property, it can only be used by Defendant for the conduct of operations at its X-Ray Facility;
14 (viii) Defendant has no easement, license or right to transmit its sewage system wastes from the
15 X-Ray Facility into Plaintiff's sewage system; and (ix) Defendant does not have the right to
16 convey any purported easements across the Property to a third party.

17 45. Plaintiffs is informed and believes and, on that basis, alleges that
18 Defendants dispute these contentions and assert adverse rights, titles, and interests in and to the
19 Property.

20 46. Plaintiffs desires a judicial determination of its rights and interests in the
21 Property and, specifically, for a judicial determination that: (i) the Gas Easement has been
22 terminated by its July 12, 2007 written notice, or thirty days from service of this Complaint; (ii)
23 the Access Easement was expressly granted to Defendant, and is not made appurtenant to the
24 Government Property and, therefore, the Access Easement is an easement in gross that can be
25 exercised only by Defendant, and its benefits would not pass to successor owners of the Property;
26 (iii) the Unrecorded Agreement is not binding on Plaintiffs; (iv) Defendant has no easement or
27 license over, under or across the Property for maintenance, operation and repair of any water
28 lines; (v) , Defendant has no easement or license over, under or across the Property for

1 maintenance, operation and repair of any electric transmission lines to the X-Ray Facility, (vi)
 2 Defendant has no easement or license over or across the Property for the use of the railroad spur
 3 track leading to the X-Ray Facility; (vii) in the event that Defendant has some right to use the
 4 spur track across the Property, it can only be used by Defendant for the conduct of operations at
 5 its X-Ray Facility; (viii) Defendant has no easement, license or right to transmit its sewage
 6 system wastes from the X-Ray Facility into Plaintiff's sewage system; and (ix) Defendant does
 7 not have the right to convey any purported easements across the Property to a third party.

8 47. A judicial determination is necessary at this time so that the parties may
 9 ascertain their rights and interests in the Property.

10 WHEREFORE, Plaintiff Plaintiffs prays for judgment against Defendants as
 11 follows:

12 **On the First Claim for Relief:**

13 1. For an Order quieting title in favor of Plaintiffs to the Property and
 14 extinguishing the Gas Easement, and any other easements, licenses, or rights claimed by
 15 Defendants to the Property with the exception of the Access Easement in favor of Defendant
 16 only.

17 **On the Second Claim for Relief:**

18 1. For a mandatory injunction requiring Defendant to remove its water line(s),
 19 electrical cables and other encroachments on the Property designed to serve the Government
 20 Property.

21 2. For compensatory damages, according to proof; and

22 **On the Third Claim for Relief:**

23 1. For a judicial determination of its rights and interests in the Property and,
 24 specifically, for a judicial determination that: (i) the Gas Easement has been terminated by its July
 25 12, 2007 written notice, or thirty days from service of this Complaint; (ii) the Access Easement
 26 was expressly granted to Defendant, and is not made appurtenant to the Government Property
 27 and, therefore, the Access Easement is an easement in gross that can be exercised only by
 28 Defendant, and its benefits would not pass to successor owners of the Property; (iii) the

1 Unrecorded Agreement is not binding on Plaintiffs; (iv) Defendant has no easement or license
2 over, under or across the Property for maintenance, operation and repair of any water lines; (v) ,
3 Defendant has no easement or license over, under or across the Property for maintenance,
4 operation and repair of any electric transmission lines to the X-Ray Facility, (vi) Defendant has
5 no easement or license over or across the Property for the use of the railroad spur track leading to
6 the X-Ray Facility; (vii) in the event that Defendant has some right to use the spur track across
7 the Property, it can only be used by Defendant for the conduct of operations at its X-Ray Facility;
8 (viii) Defendant has no easement, license or right to transmit its sewage system wastes from the
9 X-Ray Facility into Plaintiff's sewage system; and (ix) Defendant does not have the right to
10 convey any purported easements across the Property to a third party.

11 **All Claims for Relief:**

- 12 1. For its costs of suit; and
13 2. For such further relief as the Court deems just.

14 Dated: August 22, 2007

STEIN & LUBIN LLP

16 By:

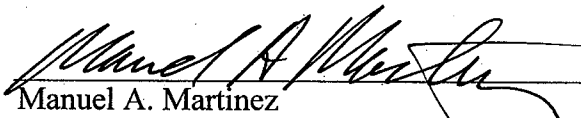
17 
18 Manuel A. Martinez
19 Attorneys for Plaintiffs
20 CCIP, L.P. and Contra Costa Industrial Park II, L.P.

Exhibit A

LEGAL DESCRIPTION

UNINCORPORATED AREA

PARCEL ONE:

PARCELS A AND B, AS SHOWN ON SUBDIVISION MS 74-85, AS FILED ON NOVEMBER 26, 1986, IN BOOK 125 OF PARCEL MAPS, PAGES 12 THROUGH 14, INCLUSIVE, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NOS. 073-230-032
073-230-033

PARCEL TWO:

A PORTION OF THE RANCHO LOS MEDANOS, CONTRA COSTA COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY C. A. HOOPER & CO., A CORPORATION, TO DEFENSE PLANT CORPORATION, CREATED BY RECONSTRUCTION FINANCE CORPORATION ACT, AS AMENDED, BY DEED DATED DECEMBER 4, 1942, RECORDED DECEMBER 30, 1942, IN BOOK 706 OF OFFICIAL RECORDS, PAGE 390, RECORDS OF CONTRA COSTA COUNTY, SAID POINT BEING ON THE SOUTHERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD 100 FOOT MAIN LINE RIGHT OF WAY; THENCE FROM SAID POINT OF BEGINNING, NORTH 74° 27' WEST ALONG SAID RAILROAD RIGHT OF WAY LINE 530.58 FEET; THENCE LEAVING SAID LINE, SOUTH 18° 52' 09" WEST, 450.00 FEET; THENCE NORTH 74° 27' WEST 454.97 FEET TO A POINT ON THE EASTERLY LINE OF LOVERIDGE ROAD (A COUNTY ROAD 80 FEET IN WIDTH); THENCE SOUTH 18° 52' 09" WEST ALONG SAID EASTERLY LINE, 727.02 FEET TO A POINT IN A NORTHERLY LINE OF SAID DEFENSE PLANT CORPORATION PARCEL (706 O.R. 390); THENCE ALONG THE BOUNDARY OF SAID DEFENSE PLANT CORPORATION PARCEL AS FOLLOWS: SOUTH 71° 07' 51" EAST, 1365.09 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 350 FEET, THE CENTER OF WHICH BEARS NORTH 32° 02' 51" WEST, AN ARC DISTANCE OF 247.30 FEET; THENCE TANGENT TO SAID CURVE NORTH 17° 28' 10" EAST, 486.72 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 539.36 FEET, TANGENT TO THE LAST PRECEDING COURSE, AN ARC DISTANCE OF 741.74 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS PARCEL A IN THE DEED TO USS-POSCO INDUSTRIES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED MARCH 31, 1986, BOOK 12809, PAGE 167, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NOS. 073-230-031 (PORTION)
073-230-010

PARCEL THREE:

PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE COUNTY ROAD KNOWN AS LOVERIDGE ROAD, AT THE SOUTH LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY; THENCE FROM SAID POINT OF BEGINNING, SOUTH 18° 45' 15" WEST ALONG SAID EAST LINE, 200 FEET TO A NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM EDWARD J. ROBERTS, ET AL, TO CHARLES L. ROBERTS, ET AL, DATED FEBRUARY 20, 1945, RECORDED MARCH 27, 1945, IN BOOK 807 OF OFFICIAL RECORDS, PAGE 429; THENCE SOUTH 74° 34' EAST ALONG SAID NORTH LINE, 204.97 FEET TO A WEST LINE OF SAID ROBERTS PARCEL (807 OR 429); THENCE NORTH 18° 45' 15" EAST ALONG SAID WEST LINE, 200 FEET TO THE SOUTH LINE OF SAID RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY; THENCE NORTH 74° 34' WEST, ALONG SAID SOUTH LINE, 204.97 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 073-230-031 (PORTION)

LEGAL DESCRIPTION

PARCEL FOUR:

PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE COUNTY ROAD KNOWN AS LOVERIDGE ROAD, AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM PETER S. BUGNI, ET AL, TO J. R. BUNDESEN, DATED NOVEMBER 4, 1949, RECORDED NOVEMBER 15, 1949, IN BOOK 1462 OF OFFICIAL RECORDS, PAGE 130; THENCE FROM SAID POINT OF BEGINNING, SOUTH 18° 45' 15" WEST ALONG SAID EAST LINE 150 FEET TO A NORTH LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL THREE IN SAID BUNDESEN DEED (1462 OR 130); THENCE SOUTH 74° 34' EAST ALONG SAID NORTH LINE, 304.97 FEET TO A WEST LINE OF SAID BUNDESEN PARCEL THREE (1462 OR 130); THENCE NORTH 18° 45' 15" EAST ALONG SAID WEST LINE, 350 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY; THENCE NORTH 74° 34' WEST ALONG SAID SOUTH LINE, 100 FEET TO THE EAST LINE OF SAID BUNDESEN PARCEL ONE (1462 OR 130); THENCE SOUTH 18° 45' 15" WEST ALONG SAID EAST LINE, 200 FEET TO THE SOUTH LINE OF SAID BUNDESEN PARCEL ONE (1462 OR 130); THENCE NORTH 74° 34' WEST ALONG SAID SOUTH LINE 204.97 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 073-230-031 (PORTION)

PARCEL FIVE:

PORTION OF THE RANCHO LOS MEDANOS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE COUNTY ROAD KNOWN AS LOVERIDGE ROAD, AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM EDWARD J. ROBERTS, ET AL, TO CHARLES L. ROBERTS, ET AL, DATED FEBRUARY 20, 1945, RECORDED MARCH 27, 1945, IN BOOK 807 OF OFFICIAL RECORDS, PAGE 429; THENCE FROM SAID POINT OF BEGINNING, SOUTH 18° 45' 15" WEST ALONG SAID EAST LINE, 100 FEET TO A NORTH LINE OF THE 33.875 ACRE PARCEL OF LAND DESCRIBED AS PARCEL THREE IN THE DEED FROM C. A. HOOPER & CO., TO THE ANGLO CALIFORNIA NATIONAL BANK OF SAN FRANCISCO, DATED MARCH 11, 1947, RECORDED MARCH 12, 1947, IN BOOK 1071 OF OFFICIAL RECORDS, PAGE 41; THENCE SOUTH 74° 34' EAST ALONG SAID NORTH LINE, 454.97 FEET TO A WEST LINE OF SAID 33.875 ACRE PARCEL; THENCE NORTH 18° 45' 15" EAST ALONG SAID WEST LINE, 450 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY; THENCE NORTH 74° 34' WEST ALONG SAID SOUTH LINE, 150 FEET TO THE EAST LINE OF SAID ROBERTS PARCEL (807 OR 429); THENCE SOUTH 18° 45' 15" WEST ALONG SAID EAST LINE, 350 FEET TO THE SOUTH LINE OF SAID ROBERTS PARCEL (807 OR 429); THENCE NORTH 74° 34' WEST ALONG SAID SOUTH LINE, 304.97 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 073-230-031 (PORTION)

PARCEL SIX:

PARCELS B AND C, AS SHOWN ON PARCEL MAP MS 28-88, FILED SEPTEMBER 30, 1988, IN BOOK 136 OF PARCEL MAPS, PAGE 1, CONTRA COSTA COUNTY RECORDS.

ASSESSOR'S PARCEL NOS. 073-200-014 AND 073-200-015
(FORMERLY 073-200-012 - PORTION)

Exhibit B

NOV 13 1967

BOOK 043016 203

74740

NF(R)- 4413

GRANT OF EASEMENT

THIS INDENTURE, made the 27th day of September, 1967 between UNITED STATES STEEL CORPORATION, a Delaware corporation, herein called GRANTOR, and the UNITED STATES OF AMERICA, herein called the GOVERNMENT, acting by and through the Department of the Navy,

WHEREAS, GRANTOR owns that certain real property formerly the Pacific Ordnance Steel Foundry located on Loveridge Road, Contra Costa County, California, now known as United States Steel Corporation's Pipe Mill, Pittsburg Works, and

WHEREAS, the GOVERNMENT owns the U. S. Naval X-Ray Facility, being a facility of the U. S. Naval Weapons Station, Concord, California, which is surrounded by said Pipe Mill except for an access road recently relocated and constructed by GRANTOR, and

WHEREAS, the GOVERNMENT needs to use said access road in connection with the use, operation, and enjoyment of said X-Ray Facility and has requested the conveyance of an easement therefor;

NOW, This Indenture Witnesseth that, in consideration of the mutual benefits to be derived, GRANTOR hereby grants unto the GOVERNMENT an easement in perpetuity in, to, upon, and over that certain roadway which is described below, said easement being for the purpose of ingress and egress to and from said X-Ray Facility. It is agreed and understood that the easement thus granted is not an exclusive easement but is subject to the use by GRANTOR of said roadway, which right is hereby expressly reserved:

A roadway 20 feet or more in width, 10 feet or more wide on each side of the following described center line:

Beginning at a point on the westerly boundary of Parcel 1 as said parcel is described in the Quitclaim Deed from Ludlow Valve Manufacturing Co., Inc. to United States Steel Corporation dated August 29, 1963, and recorded in Book 4442, Official Records of Contra Costa County, at Page 743, on September 3, 1963, N 18° 45' 15" E, 407.0 feet, more or less from the northerly boundary of the State Highway (60 feet wide) leading from Pittsburg to Antioch and from said point running S 71° 14' 45" E, 178.75 feet, thence on a tangent curve to the left having a radius of 70.0 feet and an included angle of 90° and length of 109.96 feet; thence tangent to said curve N 18° 45' 15" E, 479 feet, thence on a tangent curve to the right having a radius of 80 feet and an included angle of 90° and length of 125.66 feet; thence tangent to said curve S 71° 14' 45" E, 914.71 feet; thence on a tangent curve to the right having a radius of 80 feet and an included angle of 48° 21' 42" and length of 67.53 feet; thence tangent to said curve S 22° 53' 03" E, 165 feet, more or less, to the north-westerly boundary line of the parcel described as the exception to Parcel 1 as described in said deed.

THIS EASEMENT is granted subject to the following terms and conditions:

10832, 1-00035, 14
805/11, 116, 316

ad. 1-00035, 14

ORIGINAL

11/21/67, 116, 316

Exhibit "C" ATTACHMENT 1

NF(R)- 4413

BOOK 5495 PG 266

(1) Said roadway shall at all times be maintained as a surfaced roadway not less than 20 feet wide with design characteristics and specifications at least equal to the roadway formerly used by the GOVERNMENT as a means of access to said X-Ray Facility and reserved to GOVERNMENT in that certain Quitclaim Deed from the United States of America to Qamco, Inc. dated August 14, 1963, and recorded September 3, 1963, in Contra Costa County as Document No. 78232 in Book 4442 at Page 709.

(2) The roadway has been constructed by GRANTOR at GRANTOR'S expense and GRANTOR will maintain the same in good condition at GRANTOR'S expense. All work in connection with the construction and maintenance of said roadway shall be done without cost or expense to the GOVERNMENT and in a good and workmanlike manner.

(3) GRANTOR shall have the right to relocate said roadway to such new location or locations as GRANTOR may designate; provided, however, that

(a) the roadway as relocated shall provide a reasonably equivalent access of equal width to either of the public highways lying adjacent to the westerly and southerly boundaries of said Pipe Mill,

(b) GRANTOR shall pay all costs relating to said relocation,

(c) GRANTOR shall obtain the written consent of GOVERNMENT to such relocation, which said consent shall not be unreasonably withheld.

GRANTOR'S right of relocation herein reserved shall be deemed appurtenant to said Pipe Mill property and the right of relocation as well as the obligation to maintain the roadway as relocated shall pass to subsequent owners of the same.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year first above written.

UNITED STATES STEEL CORPORATION

By *[Signature]*
Vice President

Attest. SEAL APPLIED

NF(R)- 4413

BOOK 5495 PG 267

known to me to be the Vice President and Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Margaret Mayer
NOTARY PUBLIC

Residing at MARGARET MAYER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
May 16, 1970

SEAL AFFIXED

RECORDED AT REQUEST OF

U. S. Steel Corp.

67 NOV 16 AM 10 11

OFFICIAL RECORDS
CONTEA COSTA CO. CAL.
W. F. PASCH, RECORDER
FEES 3.00 pd

Exhibit C

74739

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GRANT OF EASEMENT

BOOK 5495 PG 263

NF(R)- 4412

THIS INDENTURE, made the 27th day of September, 1967, between UNITED STATES STEEL CORPORATION, a Delaware corporation, herein called GRANTOR, and the UNITED STATES OF AMERICA, herein called the GOVERNMENT, acting by and through the Department of the Navy.

WHEREAS, GRANTOR owns that certain real property, formerly the Pacific Ordnance Steel Foundry, located on Loveridge Road, Contra Costa County, California, now known as United States Steel Corporation's Pipe Mill, Pittsburg Works, and

WHEREAS, the GOVERNMENT has requested the conveyance of an easement for the maintenance, operation, repair and replacement of a 1-1/4" underground gas line through and across that portion of said Pipe Mill property hereinafter described;

NOW, This Indenture Witnesseth that, in consideration of the mutual benefits to be derived, GRANTOR hereby grants unto the GOVERNMENT an easement in perpetuity for the maintenance, operation, repair and replacement of 1-1/4" underground gas line, herein called the LINE, such easement to extend through and across and be confined to that portion of said Pipe Mill, herein called the PREMISES, which is described as follows:

An easement, ten (10) feet in width, for the installation, use and maintenance of a 1-1/4" gas line, being 5 feet wide on each side of the center line described as follows:

Beginning at a point S. 18° 45' 15" W., 3.00 feet along the westerly boundary line of Parcel 1 as said parcel is described in the Quitclaim Deed from Ludlow Valve Manufacturing Co., Inc. to United States Steel Corporation dated August 29, 1963, and recorded in Book 4442, Official Records of Contra Costa County, at Page 748, on September 1, 1963, from the first-described northerly line of Parcel 1 in said deed, and running thence S. 71° 14' 45" E., 54.20 feet to Pacific Gas and Electric Co. Riser; thence S. 18° 45' 15" W., 3.33 feet; thence S. 71° 14' 45" E., 2.50 feet to Navy Meter; thence continuing S. 71° 14' 45" E., 1.08 feet to Navy Riser; thence S. 19° 09' 45" E., 34.12 feet to a point, which point is N. 18° 45' 15" E., 6.75 feet from the westerly extension of the southerly boundary of the roadway easement described as Reservation 'a' from Parcel 1 as described in aforesaid deed, and running thence S. 71° 14' 45" E., a distance of approximately 1200 feet to the northerly extension of a line parallel to and 6.75 feet distant northeasterly from the preceding course in the description of Reservation 'a', thence following said Line S. 22° 53' 03" E., to the boundary line of the parcel described as the exception to Parcel 1 in said deed.

THIS EASEMENT is granted subject to the following terms and conditions:

(1) All work in connection with the operation, repair and replacement of the LINE shall be done without cost or expense to GRANTOR and in a good and workmanlike manner.

(2) GRANTEE shall maintain the LINE in good condition at all times and shall promptly make all repairs thereto which may be

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and in Opinion of
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Exhibit "B"

Attachment 9

NFR- 4412

BOOK 5495 P. 264

necessary for the preservation of the condition of the PREMISES and the continued operation and maintenance of the LINE.

(3) The GOVERNMENT'S rights hereunder shall be subject to such reasonable requirements relating to the exercise thereof as may be imposed by GRANTOR in order to insure non-interference with GRANTOR'S activities at said Pipe Mill.

(4) All or any part of the easement herein granted may be terminated upon failure on the part of the GOVERNMENT to comply with any of the terms and conditions of this grant within thirty (30) days after GRANTOR shall have notified the GOVERNMENT in writing of such failure; upon abandonment of the rights granted herein; or upon non-use of such rights for a period of two consecutive years.

(5) Upon termination of the easement granted herein, the GOVERNMENT, if desired by GRANTOR, shall remove any and all improvements installed or constructed hereunder and restore the PREMISES to the same or as good condition as that which existed prior to the exercise by the GOVERNMENT of its rights hereunder, such restoration to be effected to the satisfaction of GRANTOR or its authorized representative.

(6) GRANTOR may use the PREMISES which are the subject of this easement for any purpose which does not create an unreasonable interference with the use or enjoyment by the GOVERNMENT of the easement rights granted herein.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed the day and year first above written.

UNITED STATES STEEL CORPORATION

By *T. V. Hunter*
Vice President

Attest: SEAL AFFIXED

A. F. King, Jr.
Assistant Secretary

RECORDED AT REQUEST OF

U. S. Steel Corp.

67 NOV 14 AM 10:11

OFFICIAL RECORDS
CONTRA COSTA CO. CAL.
W.T. PAASON, RECORDER
FEES 2.80

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY) ss.

On this 27th day of September in the year 1967, before me, a notary public in and for said County and State, personally appeared *T. V. Hunter* and *A. F. King, Jr.* known to me to be the Vice President and Assistant Secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

SEAL AFFIXED

Margaret Mayer
NOTARY PUBLIC
Residing at Pittsburgh, Penna.
My Commission Expires:
MARGARET MAYER, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
MY COMMISSION EXPIRES
MAY 14, 1970

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END OF DOCUMENT

-2-

Exhibit D

NOTE FOR EXHIBIT "A" TO THIS DOCUMENT SEE 3F.
 " " "B" " " " 3H.
 " " "C" " " " 3H6

NF(R)- 1142

AGREEMENT FOR USE AND EXCHANGE OF
REALTY INTERESTS AND FACILITIES

THIS AGREEMENT, made and entered into this 10th day of May, 19 67, between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF THE NAVY (hereinafter called "Government"), under authority of the Federal Property and Administrative Services Act of 1949, as amended, and Regulations of General Services Administration issued under said Act, particularly FPMR 101-47.302-2(a)(1), and UNITED STATES STEEL CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Steel Company"),

WITNESSETH:

WHEREAS, by quitclaim deed, dated 14 August 1963, recorded 3 September 1963, the Government transferred to the Steel Company's predecessor in interest all of its right, title and interest in and to the former Pacific Steel Foundry property on Loveridge Road, Contra Costa County, California, reserving, however, to the Government certain easements described in said quitclaim as reservations numbered a, b, c, d, e, and f, which easements are now surplus to the needs of the Government; and

WHEREAS, the following facilities installed on the property are also surplus to the needs of the Government: (1) underground 12" water line; (2) underground storm water drainage system, the location of said facilities being more particularly described in Exhibit "A" to this agreement; and

WHEREAS, the Steel Company has requested that the easements and facilities referred to in the preceding preambles, and described in Exhibit "A" to this agreement, be quitclaimed to it, reserving to the Government joint use of certain facilities, and the Government is willing to do so in consideration of the performance by the Steel Company of the covenants hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually covenant and agree as follows:

I - OBLIGATIONS OF THE GOVERNMENT

The Government will quitclaim to the Steel Company all of its right, title and interest in and to the easements and facilities referred to in the preceding preambles, said easements being more particularly described in quitclaim attached hereto marked Exhibit "A".

II - OBLIGATIONS OF STEEL COMPANY

a. Steel Company agrees to construct and install a 6" water line to extend from the City of Pittsburgh's water main, lying east of said former foundry property, to the following point, to-wit:

A point located within the boundaries of the Parcel described as the exception to Parcel 1 as said parcel is described in the Quitclaim Deed from Ludlow Valve Manufacturing Co., Inc. to United States Steel Corporation, dated August 29, 1963, and recorded in Book 4442, Official Records of Contra Costa County, at Page 748, on September 3, 1963, said point being located S 18° 45' 15" W, 377.87 feet from the first-described northerly

ATTACHMENT 6

Exhibit D

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 Code 805/11 File 345
 Encl. AttyGen Opinion of 2/13/68
 Date 8/21/74 To NAVFEC

NF(R)- 1142

line, or its easterly extension, of Parcel 1 as described in said deed, and S 71° 14' 45" E, 1380.58 feet from the westerly boundary line of Parcel 1 as described in said deed.

Said 6" water line shall be constructed and installed in accordance with City of Pittsburg specifications. Steel Company shall transfer and convey title to said 6" water line to the City of Pittsburg upon completion thereof, and Steel Company agrees to convey to the City of Pittsburg a suitable easement across its land to enable the City of Pittsburg to maintain, operate, repair and replace said 6" water line. Steel Company further agrees, other provisions hereof to the contrary notwithstanding, that water service now being furnished to Government's X-Ray Facility through the existing 6" water line will not be terminated by any action of Steel Company until the new 6" water line herein provided for shall have been accepted by the City of Pittsburg and proves operable in all respects.

b. Steel Company will grant to Government a permanent easement for an underground gas line, said easement being more particularly described in easement deed attached hereto, marked Exhibit "B".

c. Steel Company will grant to Government a permanent easement for joint use of a roadway, said easement being more particularly described in easement deed attached hereto, marked Exhibit "C".

d. Steel Company will convey to Pacific Gas and Electric Company an easement across the hereinafter described piece or parcel of land for maintenance, operation and repair of electric transmission lines from Pacific Gas and Electric Company's property, lying east of said former foundry, to the X-Ray Facility, to wit:

An easement ten (10) feet in width for the use and maintenance of an electric power line, being 5 feet wide on each side of the following described center line:

Beginning at a point on the easterly boundary line of Parcel 1 as described in the Quitclaim Deed from Ludlow Valve Manufacturing Co., Inc. to United States Steel Corporation, dated August 29, 1963, and recorded in Book 4442, Official Records of Contra Costa County, at Page 748, on September 3, 1963, said point being N 17° 21' 16" E, 546.12 feet, more or less, from the northerly line of the California State Highway (60 feet wide) extending from Pittsburg to Antioch, and running thence N 04° 13' 32" E, 313.17 feet, more or less, to the south-easterly boundary line of the parcel described as the exception to Parcel 1 in said deed; the side lines of said easement to be lengthened or shortened as necessary.

e. Steel Company will permit Government to make such use of the trackage leading from the Atchison, Topeka & Santa Fe Railroad's right of way to the X-Ray Facility, jointly with Steel Company, as may be necessary to Government in the conduct of operations at its X-Ray Facility and Steel Company does hereby grant Government an irrevocable license to make such use. Steel Company will assume responsibility for the upkeep and maintenance of said trackage and shall permit Government to make use of the same under the license hereby granted without charge to Government.

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f. Steel Company will remove the gates and fencing now extending along or across the present forty foot wide roadway extending from Loveridge Road to Government's X-Ray Facility, disposing of the same as it sees fit inasmuch as the Government shall no longer have any use for said gates and fencing and agrees that Steel Company may have and make use thereof.

g. Steel Company will install sewage facilities necessary to handle sanitary wastes from new pipe mill facilities which Steel Company is constructing on the former foundry property. Sanitary wastes will be transmitted by force main to the City of Pittsburgh's Sewage Disposal Plant under a contract heretofore entered into between the City of Pittsburgh and Steel Company dated December 7, 1962. Steel Company has gained the City of Pittsburgh's assent to receive at said Sewage Disposal Plant from Steel Company's force main sanitary and process wastes from Government's X-Ray Facility, in addition to sanitary waste from Steel Company's facilities, and Steel Company will, at the point where the existing sewer line crosses the boundary line separating Government's property from Steel Company's property, receive into its sewage system for transmission and disposition as aforesaid sanitary and process wastes from said X-Ray Facility at no cost to Government. Steel Company will amend its contract with the City of Pittsburgh to cover receipt of these further wastes at no additional cost to Government.

The hereinabove described instruments will be placed in escrow with the Title Insurance and Trust Company, San Francisco, with appropriate instructions for recording. Escrow fees, documentary stamps, and recording fees will be at the cost of the Steel Company, and also the cost of such title insurance as the Steel Company may require.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Steel Company warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Steel Company for the purpose of securing business. For breach or violation of this warranty Government shall have the right to annul this agreement without liability. Government agrees that this covenant shall not apply to licensed real estate agents performing their normal functions.

Government may, by written notice to Steel Company, terminate the rights of Steel Company under this agreement if it is found, after notice and hearing by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Steel Company, or any agent or representative of Steel Company, to any officer or employee of Government with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amendment, or the making of any determination with respect to the performing of such agreement; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this agreement is so terminated, Government shall be entitled (i) to pursue the same remedies against Steel Company as it could pursue in the event of a breach of the contract by Steel Company, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative)

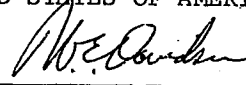
NF(R)- 1142

which shall be not less than three or more than ten times the cost incurred by Steel Company in providing such gratuities to any such officer or employee. The rights and remedies of Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or under this agreement.

IN WITNESS WHEREOF, this agreement is executed as of the date first hereinabove written.

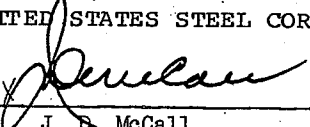
UNITED STATES OF AMERICA

By


W. E. DAVIDSON, CAPT, CEC, USN
By direction of the Commander,
Naval Facilities Engineering
Command, acting under the
direction of the Secretary of
the Navy

UNITED STATES STEEL CORPORATION

By


J. D. McCall
Vice President--Sheet & Tin Operations

ATTEST:



A. F. King, Jr.
Assistant Secretary

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